

Pre-filed Testimony; Docket #13-2477-02
Chris & Sheri Paulos
19664 South Lariat Circle, Birdseye, Utah 84629

We are the second owners of the home located at 19664 So. Lariat Circle in Birdseye, Utah. Previous owners were Rick & Susan Olsen. (Dave Olsen's brother & his wife.)

Therefore, our home is not a "new construction home". Our water meter was in place & connected prior to us moving in. Any fees for such installation would & should have fallen on the previous owners. Our home was in foreclosure when we purchased it & we received a clear HUD-1 from our title company; Inwest Title. If there were any liens for the water hook up, it would have shown then.

Dave Olsen has not followed the rules & regulations of the Utah Department of Water Services from the start. When we moved here we had no idea who the owner of the water company was or how or when we would be billed other than to go by what we were told by neighbors. Within a day or 2 of moving into our home a neighbor, Diane Workman brought us over a paper with all the phone numbers & addresses she had for the water, gas, power, phone & tv companies. I tried several times to get a hold of Dave Olsen to get us on the billing for our water; he did not return my call. I finally got a hold of Dustin Olsen and was told to send all of our contact information with our first payment. I asked if the bill was \$55.00 a month and if we would receive a bill monthly and was told yes to both. I wanted to be sure because I had heard the billing was sporadic. He assured me we would. We did not receive a bill and on May 7th, 2012 I decided to get it sent anyway because it was due on the 10th. We did get a bill most months but a lot of times payment had already been made before we received it or our check had not been cashed before we sent another payment.

When we received the bill in July 2012 for \$110.00 and was asked to pay that amount for the next 6 months; we did not think that was legal to do so; but we paid it anyway hoping our bill would not stay at this amount permanently. We received a statement for August which was stamped paid indicating they used the \$110.00 for July & August's payments. We then went back to paying \$55.00 a month. Then in October 2013 we received a bill for \$4000.00 for meter set and another for \$100.00 for hook up fees. These are not our charges to pay; again we were given a clear HUD-1.

November's water statement is for \$35.00. These are the practices we are talking about; not being honest. Our rates jump around, we are overcharged & charge for fees that is not ours to pay; this is not how a business should operate. Dave Olsen can't just make up rules as he goes and charge whatever rates suits him at the time. We are asking that the \$4,100 fee be dropped & that we are reimbursed for the \$20.00 extra a month we paid starting with May 2012 till November 2013.

Chris & Sheri Paulos

6.8 pages

Ag. 1

Eagles Landing Water
Dove or Dustin Olsen,

Have not received a statement
for our water bill. Was told
is \$ 55.00 a month. Here
is our payment for May 2002.

Chris/Sheri Paulos
HC 13 BOX 300
Fairview, Utah 84129

19664 S. Karat Circle
Boreseye, Utah 84129

Home-801-813-3212 ——— 801-362-8650
Sheri

CHRISTOPHER J PAULOS 01-87		6371
SHERI D PAULOS		97-102/1243
HC 13 BOX 300 Fairview, Ut. 84129		<u>May 7, 02</u> Date
Pay to the Order of	<u>Eagles Landing Water</u>	\$ <u>55.00</u>
	<u>Fifty Five & no/100</u>	Dollars
Bank of American Fork AMERICAN FORK OFFICE • 801.753.7651 33 EAST MAIN • AMERICAN FORK, UTAH 84003		
For	<u>Sheri D. Paulos</u> MP	

Eagles Landing Water Company, LLC

Invoice

PO Box 970729
Orem, UT 84097

Date	Invoice #
6/1/2012	368

PAID

Bill To
Christopher & Sheri Paulos HC 13 Box 300 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	05/31/2012	6/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	55.00	55.00
			Total	\$55.00

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Eagles Landing Water Company, LLC

PO Box 970729
Orem, UT 84097

Invoice

Date	Invoice #
7/1/2012	375

Bill To
Christopher & Sheri Paulos HC 13 Box 300 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	06/30/2012	7/10/2012
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	110.00	110.00
			Total	\$110.00

189.4

Eagles Landing Water Company, LLC

PO Box 970729
Orem, UT 84097

Invoice

Date	Invoice #
11/1/2013	588

Bill To
Christopher & Sheri Paulos HC 13 Box 300 Fairview, UT 84629

Present Reading	Previous Reading	Total Consumption	Water Billing Cycle	Due Date
N/A	N/A	N/A	10/31/2013	11/15/2013
Qty	Item	Description	Rate	Amount
1	MS	Monthly Water Usage up to 10,000 Gallon Fixed Rate	35.00	35.00
			Total	\$35.00

Ag. S

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NOTICE OF TRUSTEE'S SALE The

NOTICE OF TRUSTEE'S SALE

The following-described property will be sold at public auction to the highest bidder, payable in lawful money of the United States at the time of sale, at the Main Entrance to the Utah County Courthouse, 75 East 80 North, American Fork, Utah, on Monday, January 23, 2012, at the hour of 9:00 a.m. on said day, for the purpose of foreclosing a Construction Deed of Trust executed by HEARTHSTONE DEVELOPMENT, INC., as Trustor, in favor of M & T MORTGAGE CORPORATION and to which reference is hereby made, covering real property located in Utah County, State of Utah, and being more particularly described as follows:

Parcel 1:

Lot 07, Plat "A", EAGLE'S LANDING, a Mountain Home Development, recorded in the County Recorder of Utah County, Utah, as Entry No. 99937:2001 and Map Filing No. 9263. Subject to the Declaration of Covenants, Conditions, Restrictions of Eagles Landing Plat "A", a Mountain Home Development, recorded in the office of the Utah County Recorder as Entry No. 99930:2001 (as the same is amended or modified).

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented).

Property address: 19694 South Elkhorn Circle, Birdseye, Utah 84629

Parcel I.D. #38:311:0067

Parcel 2:

Lot 2, Plat "A", EAGLE'S LANDING, a Mountain Home Development, recorded in the County Recorder of Utah County, Utah, as Entry No. 99937:2001 and Map Filing No. 9263. Subject to the Declaration of Covenants, Conditions, Restrictions of Eagles Landing Plat "A", a Mountain Home Development, recorded in the office of the Utah County Recorder as Entry No. 99930:2001 (as the same is amended or modified).

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented).

Property address: 19684 South Larfat Circle, Birdseye, Utah 84629

Parcel I.D. #38:311:0002

The current Beneficiary of the Construction Deed of Trust is M & T Mortgage Corporation, and the record owners of the property as of the recording of the Notice of Default are David W. Olsen as to Parcel 1 and Rick R. Olsen and Susan Olsen, husband and wife as joint tenants, as to Parcel 2.

Any interested purchasers of the aforescribed property are informed that the Successor Trustee will accept bids accompanied with cash or cashier's checks at the time of sale.

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Successful bidders must tender to the Successor Trustee or the attorney for the Successor Trustee conducting the sale on the Beneficiary's behalf a \$5,000 deposit, and the balance of the purchase price must be paid within 24 hours following the sale. The deposit must be in the form of a cashier's check or bank official check payable to "Bruce J. Nelson, Successor Trustee."

The sale is subject to bankruptcy filing, payoff, reinstatement, or any other circumstances that would affect the validity of the sale. If any such circumstances exist, the sale shall be void, the successful bidder's funds shall be returned, and the Successor Trustee and current Beneficiary shall not be liable to the successful bidder for any damages.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

DATED this 14th day of December, 2011.

/s/ Bruce J. Nelson
Successor Trustee
68 South Main Street, Suite 600
Salt Lake City, UT 84101
Telephone: (801) 531-0400
Hours: 8:00 a.m. - 5:00 p.m.

Legal Notice 381979 Published in The Daily Herald December 21, 20, 2011; January 4, 2012.

Newspaper Administration